

## **ARTICLE 19 MISCELLANEOUS**

### **Section A. Wage Assignments and Garnishments**

The Employer will not impose disciplinary action against an employee for any wage assignments or garnishments. The Employer may engage in corrective counseling with the employee. Where possible, the employee shall be given advance notice of garnishments and details therein.

### **Section B. Employee Service Program**

In accordance with the principles of the State Employee Services Program, the Employer shall advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees where necessary. Use of such services by employees and records thereof shall be maintained with strict confidentiality.

### **Section C. Notice of Examination**

The Employer agrees to post or make available notices of examinations for all classifications and supply at least one copy of such notices to the Union.

### **Section D. Training**

Policies, work rules and regulations concerning conduct and performance shall be available to employees. The Employer shall make every reasonable effort to provide training, review, and furnish necessary copies of such information to employees to enable them to effectively deal with circumstances normally met on the job. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Employees required to attend training on a scheduled R-day shall have their R-day rescheduled during the bi-weekly pay period upon timely request. A request would be considered timely if made in one (1) work day following the notice of the training. This provision will not apply when an employee volunteers to attend required training. Notice of the training will be given to employees at least 48 hours prior to the bi-weekly pay period of the scheduled training.

The subject of providing confrontation avoidance technique training to employees who work with patients, residents, prisoners, or other persons in the care and/or custody of the Employer shall be an appropriate subject for agency/department labor-management meetings. Suggestions by employees for the Union relative to training shall be a proper subject for Labor-Management meetings. Where space and operational considerations permit, a regular practice area will be arranged for staff to maintain approved techniques. The use and location of such area will be an appropriate subject for discussion at Agency Labor-Management meetings.

### **Section E. Training Required For Reallocation**

The Employer recognizes its obligation to provide advanced training which is necessary for employees to be reallocated to higher levels in a pre-authorized classification series. In view of this obligation, the Employer has developed alternative means for employees to achieve the necessary skills for such reallocation.

It shall be the responsibility of the Agencies/Departments to implement the necessary programs in order to allow employees to have this training. In the event that the completion of these training programs require employees to spend time in preparation and learning off the job, such employees shall not be compensated for the time spent.

Should the employing department require a new certification/license as a condition of continued employment in the employee's current classification, the Department will provide training necessary to obtain such certification/license.

#### **Section F. Printing Agreement**

Printing of this Agreement shall be by the Union. The parties shall mutually proof this Agreement against the tentative Agreement ratified by the parties and approved by the Civil Service Commission prior to final printing and distribution. The Union shall be responsible for providing copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to supervisors of such employees. The Employer shall purchase its copies from the Union at the Union's cost.

#### **Section G. Effect of Civil Service Rules**

The parties recognize that, except as otherwise provided in this Agreement, they are subject to Civil Service Rules and Regulations. The parties therefore adopt and incorporate herein such Rules (excluding rules governing prohibited subjects of bargaining), provided that the subject matter of such Rules is not covered in the Agreement. The parties also adopt and incorporate herein the portions of the Compensation Plan which indicate pay codes, pay ranges, and step increases for employees, and longevity schedule.

Except as otherwise provided in the Civil Service Rules and Regulations, if the subject matter of any such Rule is addressed in this Agreement, the provisions of this Agreement shall govern.

Where any provision of this Agreement governing a proper subject of bargaining is in conflict with any current Commission Rule, the parties will regard Commission approval of this Agreement as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement. Respecting any provisions not approved, the parties agree to jointly petition the Commission to amend the application of any Rule which it determines to be in conflict with the application of the provisions of this Agreement. Upon approval of the parties' petition, if any, by the Commission, the parties will be governed by the provisions of this Agreement. In the event the Commission denies the parties' petition, the Rule(s) shall govern.

## **Section H. Severability**

In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

## **Section I. Secondary Negotiations and Agreements**

It is agreed that no provisions of any secondary Agreements shall supersede or conflict with any provisions of the primary Agreement and that no secondary Agreement shall become effective until and unless it has been reviewed and approved by the Office of the State Employer, Council 25 and the Civil Service Commission.

The parties shall meet to negotiate Departmental secondary Agreements no later than thirty (30) calendar days after Civil Service Commission approval of this primary Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than sixty (60) calendar days and may include mediation as agreed to by the parties, or required by the Civil Service Rules and Regulations. Should the parties fail to reach agreement at secondary negotiations, the outstanding items may be submitted to impasse in accordance with Civil Service Rules and Regulations. Items not delegated to secondary negotiations shall be removed from any existing secondary Agreements.

## **Section J. Non-Discrimination**

The Employer agrees to a policy against all forms of illegal discrimination.

The Union agrees to continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to sex, age, disability, race, creed, color, national origin, ancestry, height, weight, marital status, religion, or political partisanship.

There shall be no discrimination, interference, restraint, reprisal, or coercion by the Employer or the Employee representative against any member because of AFSCME membership or because of any activity permissible under the Civil Service Rules and Regulations and this Agreement.

## **Section K. Continuing Benefits**

Any working conditions or job benefits which were in effect on the effective date of this Agreement and which are not provided for or abridged by this Agreement, will

continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

#### **Section L. Uniform Allowance**

In the Departments of Corrections, Military and Veterans Affairs, and Family Independence Agency, for those employees required to wear a uniform, the provision, amount, and administration of a uniform allowance shall be a proper subject for secondary negotiations.

#### **Section M. Overpayment**

In the event that an employee is overpaid or insufficient deduction for fringe benefits, Union dues, taxes or other mandatory deductions is made, the liability of the employee shall not exceed six (6) months prior to the date of notification from the Appointing Authority. The employee shall be afforded a period for repayment equal to the period of liability not to exceed six (6) months. Overpayments of \$1,500.00 or more may be repaid over a period of twelve (12) months, at the employee's discretion.

Employees are obliged to notify the Employer immediately of any overpayment. Appointing Authorities are obliged to immediately notify employees of an overpayment.

If an employee has been improperly compensated as the result of misrepresentation or fraud on the part of the employee, the discretion of the Appointing Authority to discipline such employee shall not be limited by the provisions of this Section.

If an employee has been overpaid as a result of violation of Civil Service Rules and Regulations by Civil Service or the Appointing Authority, the employee is liable for repayment only from the date of notification by the Appointing Authority.

#### **Section N. Sexual Harassment**

No employee, the public, or person receiving services from an employee shall be subjected to sexual harassment by an employee during the course of employment in the State Classified Service. The Employer will make a good faith effort to attempt to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take corrective action.

For the purposes of this Article, sexual harassment is unwanted conduct of a sexual nature which adversely affects another person's conditions of employment and/or employment environment. Such harassment includes, but is not limited to;

- a. Repeated or continuous conduct which is sexually degrading or demeaning to another person.

- b. Conduct of a sexual nature which adversely affects another person's continued employment, wages, advancement, tenure, assignment of duties, work, shift or other conditions of employment.
- c. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

### **Section O. Polygraph Examinations**

The Employer or its agent shall not require nor attempt to persuade an employee to take a polygraph examination, lie detector test or similar test. The Employer or agent shall not discipline or discriminate against an employee solely because an employee refused or declined a polygraph examination, lie detector test or similar test, by whatever name called.

### **Section P. Legal Services**

Whenever any claim is made or any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall, as a condition of employment, pay for or engage or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

No legal services shall be required in connection with prosecution of a criminal suit against an employee. However, when a criminal action is commenced against an officer or employee of a state agency based upon the conduct of the officer or the employee in the course of employment, the State agency will pay for, engage, or furnish the services of an attorney to advise the officer or the employee as to the action, and to appear for and represent the officer or the employee in the action, if the employer has no basis to believe that the alleged conduct occurred outside the course of employment and no basis to believe the alleged conduct was not within the scope of the authority delegated to the officer or the employee. The determination of the officer or the employee's scope of delegated authority shall be made in the judgment of the Appointing Authority, in consultation with the Attorney General, which judgment shall not be subject to appeal.

Nothing in this Section shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.